

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT Attachment 4.16-A

State of TEXAS

COOPERATIVE ARRANGEMENTS WITH STATE HEALTH AND STATE VOCATIONAL REHABILITATION AGENCIES AND WITH TITLE V GRANTEEES

I. General Information

Commission

The Texas Rehabilitation Commission, for the Blind, and Crippled Children's Division of the State Health Department have traditionally served their clients in the medical area and have accumulated vast knowledge and unique skills in the field of serving people. Therefore, the Department of Public Welfare has joined in cooperative agreements with these agencies to insure comprehensive service to the client through the combined efforts and skills of these agencies.

A. Agreement between the Department of Public Welfare and Vocational Rehabilitation

The needs of a large group of residents of the State of Texas are such that services rendered jointly by the Texas State Department of Public Welfare, through its programs of Public Assistance and Title XIX Medical Assistance, and the Texas Rehabilitation Commission can provide the most effective means of achieving maximum self-help. The skills and resources of these two agencies complement each other. The Texas Rehabilitation Commission has demonstrated competence in the fields of vocational counseling, physical restoration, employment training and retraining, and job placement.

The Public Assistance Division has demonstrated competence in the fields of family counseling, assessment of readiness for change by individuals, knowledge of community resources for the correction of problems of social functioning, and in providing the day-to-day funds for the maintenance of families and individuals. Each of these agencies has staff assigned to give services in each county of the State. Traditionally, both have given service in many instances to the same individual. Because of this mutuality of interest, to avoid any possible duplication of service,

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and in order to make the sum total of the benefits to the client greater than the parts played by the two agencies separately, the following agreement is made between the Texas Rehabilitation Commission and the Texas State Department of Public Welfare. Nothing in the agreement is intended to state or imply that either agency will carry out duties which are properly the responsibility of the other, or that one agency will assume supervision over the staff of the other.

1. Case Planning

- (a) Referral. Cases in need of either welfare or rehabilitative services may be identified by either the Public Assistance Worker or the Rehabilitation Counselor. The Public Assistance Worker will refer in writing to the appropriate Rehabilitation Counselor all those cases in which it appears that physically, mentally, and/or emotionally handicapped persons may be able to qualify for Rehabilitation services. The Rehabilitation Counselor will likewise refer in writing to the appropriate Public Assistance Worker all applicants who appear to be in need of welfare services. This will be for the dual purpose of assisting the individual in determining his eligibility for financial and casework services available from the Department of Public Welfare staff.
- (b) Rehabilitative Plan. The establishment of a rehabilitative plan is one that will be arrived at jointly by the worker and the counselor with the handicapped individual participating within the limitations of his capabilities and understanding. It will be the responsibility of the counselor and/or the worker, as appropriate, to carefully interpret to the individual his own responsibility to adhere to the plan's objective. Control of plans for medical evaluations and physical restoration services will be vested in and be the responsibility of the Texas Rehabilitation Commission, once

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a consensus is reached between the worker and the counselor, that the handicapped individual may benefit from joint agency planning.

2. Client's Right of Free Choice in Accepting Medical Plan

It is understood, however, that this in no way abridges the right of the individual recipient of Public Assistance to receive medical care from any physician or hospital of his choosing that is participating in the Title XIX Program. The recipient for whom joint planning is undertaken remains free to reject or to abandon the plan at any point and by reason thereof, he shall not be denied any rights to receive medical assistance or other services to which he would otherwise be entitled from either agency.

3. Financial Agreement with Respect to Title XIX

- (a) The Department of Public Welfare now has available substantial financial resources for meeting certain basic medical needs which heretofore have been borne out of limited Rehabilitation funds. Since the basic objectives are to achieve maximum benefits for the handicapped individual and to make such benefits available to all persons in need of services, and eligible for services of both programs, it is agreed that Title XIX funds, insofar as possible, will be utilized in all cases until maximum limitations have been exhausted. Available Rehabilitation funds will then be used to supplement this basic coverage in order to provide the highest quality of medical care possible.

Exception:

The Texas Rehabilitation Commission has traditionally served its clients in the medical area and has accumulated vast knowledge and unique skills in the field of

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serving people requiring prosthetic devices, braces and special medical equipment and has developed special techniques in giving home health services. With this background and this skill it is desirable that the Texas Rehabilitation Commission retain complete control of all cases requiring medical services in these areas. Therefore, the Texas Rehabilitation Commission will continue to perform these services and will assume all financial responsibility for such services to individuals who are otherwise eligible for the services under their regulations.

- (b) In order to achieve maximum efficiency in the handling of cases, it is agreed that both agencies will strive to obtain uniformity (as between the two agencies) relative to fees for medical evaluations, physical restoration services, and hospital payments.

4. Liaison Between Department of Public Welfare and Texas Rehabilitation Commission

- (a) State Office Level. The two agencies will maintain close liaison at the State level. This will be accomplished through the establishment of a Coordinating Committee.

The purpose of the committee will be to review mutual operations, evaluate pertinent policies of both agencies, arrive at agreements as to activities, periodically evaluate the functioning of each agency, occasionally review individual cases which present unusual problems affecting agency relationships, and handle any other matters which seem appropriate. The Director of Public Assistance of the State Department of Public Welfare, and the Director of the Texas Rehabilitation Commission, will serve as co-chairman of the committee.

- (b) Liaison on Intermediate Level. Caseloads of each agency will be maintained at a size which will permit maximum effective treatment to each individual.

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case. These maximum caseloads will be reviewed from time to time by the Coordinating Committee.

Mutual caseloads will be established. In the larger centers of population, this will mean that one or more workers for each agency will be assigned to carry mutual caseloads. The number of cases to be carried by each staff member will be established by the Coordinating Committee. In those localities having a caseload too scattered to be moved into a single caseload either for the Public Assistance Worker or the Rehabilitation Counselor, a suitable plan for cooperative effort will be worked out by the Coordinating Committee.

In both concentrated caseload areas and scattered caseload areas appropriate plans will be established for formalized and regularly scheduled consultations on individual cases by the worker and/or supervisor. These plans will include defined periods in the progress of each case at which a specific evaluation will be made, and treatment plans of each agency will be either restored or amended.

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5. Continuous Exchange of Information

At both the State level and the local level, good communication is essential. As staff members of each agency become aware of information which would be helpful to the other agency, such information should be shared. In addition to information about individual cases this would include such matters as changes in policy, pending or enacted legislation, changes in the types of cases being received, expansion or restrictions of financial resources, and any other matters which affect the operation of either agency.

It will be the responsibility of all interagency agreement participants on all levels to explain to their respective counterparts, any portion of this agreement which is inherent to and limited by their respective agency policies, as the necessity for such clarification appears appropriate in the opinion of either.

6. Statistical Information

The two agencies will develop means whereby statistical information will be shared. Preferably systems of joint collection and analysis of statistical data will be established.

7. Coordinated Staff Development

At the State Office level, plans will be formulated for initial orientation and for regular and on-going staff development which will involve both State Department of Public Welfare staff and Vocational Rehabilitation staff assigned to mutual caseloads. Timing and content will be worked out by the training staff of each agency, in consultation with the Coordinating Committee, or other appropriate persons.

B. Agreement Between Department of Public Welfare and Department of Health - Crippled Children's Division

The State Department of Public Welfare and the State Department of Health jointly recognize that both agencies carry a responsibility to provide recipients of their services with a high quality of medical care achieved through both social and medical services and resources. This agreement has been made to insure such services to the clients.

To further this objective, the Crippled Children's Division agrees to prepare a statement of conditions under which children are eligible for their services. The State Department of Public Welfare will disseminate this statement to its offices throughout the State in order to assist its worker in identifying those cases that can benefit from the program.

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The Department of Public Welfare agrees to submit to the Crippled Children's Division a similar statement of conditions under which children are eligible for participation in its financial assistance and medical assistance programs. The Crippled Children's Division will disseminate this statement to interested parties throughout the State in order that referrals can be made on those cases not receiving but believed to be eligible for Department of Public Welfare programs.

1. Case Planning

(a) Referral. To achieve this objective, the State Department of Public Welfare will make a concerted effort to identify within its caseloads all those children who could be benefited by the high quality of services now being provided by the Crippled Children's Program and make a written referral of such families to the Crippled Children's Division of the State Department of Health, Austin, Texas. The Department of Public Welfare Worker and the Division of Crippled Children's Counselor will have a joint conference on each on each eligible case whenever feasible and will agree upon a plan of working with the family.

(b) Rehabilitative Plan. The Crippled Children's Division will carry primary responsibility for evolving a plan that will achieve the highest degree of medical care possible and thus achieve for the child maximum benefits under their program. The Department of Public Welfare Worker will lend support and encouragement to the family in its pursuit of this plan. If the family undertakes the plan, the Crippled Children's Division will make the necessary arrangements with the providers of medical services and will issue authorizations for services.

2. Client's Right to Free Choice in Accepting Medical Plan

The family of the recipient for whom joint planning is undertaken remains free to reject or abandon the plan at any point and the family cannot be denied the right to receive medical assistance or other services to which it would otherwise be entitled to receive from either agency.

It is understood that none of the foregoing in any way abridges the right of the individual recipient of public assistance to receive medical care from any provider of services of his choosing if such provider of service is participating in the Title XIX Program.

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3. Financial Agreement with Respect to Title XIX

In recognition of the fact that the Crippled Children's Division has insufficient funds to meet its total responsibilities, the Crippled Children's Division will instruct its providers of services to bill first the fiscal intermediary for Department of Public Welfare's Title XIX Program for the basic services and out-patient services. Any unpaid cost for such services, due to maximum limitations in the Title XIX Program (e.g., 30 day limitation on hospitalization in the case involving a more extended stay), will remain the financial responsibility of the Crippled Children's Division as eligible for treatment pursuant to Article 4419c, Vernon's Texas Civil Statutes.

Exception:

Since the Crippled Children's Division has traditionally served its clients in the medical area and has accumulated vast knowledge and unique skills in the field of serving people requiring of prosthetic devices, braces and special medical equipment and has developed special techniques in giving home health services, it is desirable that the Crippled Children's Division retain complete control of all cases requiring medical services in these particular areas. Therefore, the Crippled Children's Division will continue to perform these services to individuals who are eligible for the services under their regulations.

It is understood that Department of Public Welfare cannot guarantee it will assume financial obligation to the providers of Title XIX basic services until such time that eligibility has been established. Although it is possible for medical assistance to be made retroactive to the date of application on cases eventually found to be eligible, it is understood that no financial obligation on the part of Department of Public Welfare accrues for services rendered prior to such time.

In order to achieve maximum efficiency in the handling of cases in which both agencies may become a party to payment, it is agreed that both agencies will strive to obtain uniformity insofar as practical with respect to fees, physical restoration services and hospital payments.

4. Liaison Between Department of Public Welfare and Crippled Children's Division

(a) Liaison at the State Level. The two agencies will maintain close liaison at the State Office level. This will be achieved by establishing a Coordinating Committee which would consist of the Assistant Commissioner for Medical Administration and the Director of Public Assistance, representing the State Department of Public Welfare, and the Section Chief of Special Health Services and Director of Crippled Children's Services, representing the State Department of Health, and such other personnel as the Commissioners may from time to time designate. This committee will meet from time to time for the purpose of evaluating the effectiveness of this agreement and recommending such modifications in procedures and policies as may be indicated.

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(b) Liaison at the Local Level. Joint conferences will be held on the local level whenever feasible and appropriate to further the well being of the client and the achievement of the case plan.

5. Continuous Exchange of Information

Both agencies agree to a free exchange of confidential information to the extent necessary to achieve effective case planning. Both agencies agree to respect the confidential nature of case records and other case information and not to share such information with unauthorized persons or agencies.

C. Agreement Between Department of Public Welfare and State Commission for the Blind

The purpose of the agreement is to provide for the orderly, effective and efficient administration of services to those disabled Texans whose services represent a mutual responsibility of Department of Public Welfare and the State Commission for the Blind, and to insure, pursuant to applicable state and federal law, that all state and federal resources available for the assistance and improvement of the visually handicapped are utilized to the maximum extent possible. The objective of this agreement, therefore, is to provide a basis for sound working relationships between the state office personnel and the field staff of both agencies. Recognizing the maximal benefits to individual clients are best achieved through cooperative activity, these working relationships intend that the respective efforts of each agency shall complement the efforts of the other agency and that there shall be no duplication of services.

1. Case Planning

(a) Referral. The State Department of Public Welfare agrees to refer all visually impaired persons (regardless of age or degree of visual loss) to the State Commission for the Blind for rehabilitative services. Referrals may be made directly to the local office of the State Commission for the Blind or to the Commission's state office. The State Commission for the Blind agrees to refer to the appropriate Public Assistance Worker, all applicants who appear to be in need of welfare services.

(b) Rehabilitative Plan. Control of plans for medical evaluations and physical restoration services will be vested in and be the responsibility of the State Commission for the Blind, once a consensus is reached between appropriate representatives of the field staff of both agencies that the handicapped individual may benefit from joint agency planning.

2. Client's Right of Free Choice in Accepting Medical Plan

It is understood, however, that this in no way abridges the right of the individual recipient of Public Assistance to receive medical care from any physician or hospital of his choosing that is participating in the Title XIX Medical Assistance Program. The recipient for whom joint planning is undertaken remains free to reject or to abandon the plan at any point and by reason thereof he shall not be denied any rights to receive medical assistance or other services to which he would otherwise be entitled from either agency.

3. Financial Agreement with Respect to Title XIX

(a) Basic Title XIX Services Supplemented by State Commission for the Blind. Clients who are eligible for aid through the Title XIX Medical Assistance Program operated by the Department of Public Welfare or for maintenance available from other public assistance funds will first receive assistance through the Department of Public Welfare. If the basic coverage through the Department's Title XIX Medical Assistance is not adequate and if the individual is otherwise eligible for the services of the State Commission for the Blind, the funds of the State Commission for the Blind will then be used to supplement the basic Title XIX Medical Assistance coverage for hospitalization, physicians' services, X-ray and laboratory services, out-patient services, and skilled nursing home services.

(b) Additional Services Responsibility of State Commission for the Blind. The parties agree that because of the experience of the Commission for the Blind with regard to providing medical services to people requiring prosthetic devices, braces, and special medical equipment, it is desirable that the Commission for the Blind retain complete control of all cases requiring medical services of these types. The Commission for the Blind, therefore, will continue to perform these services and will assume all financial responsibility for such services to individuals who are otherwise eligible for the services under the statutes and regulations applicable to the Commission for the Blind.

The amounts respectively paid for medical services by the parties to this agreement shall be determined by the respective fee schedules of the parties, and the parties agree to strive for such uniformity in fees as each agency finds to be feasible.

(c) Subsistence Payments. It is not a function of the Commission for the Blind to provide subsistence payments to assist individuals in meeting the financial costs of their basic living needs. The provision of such assistance is a basic responsibility of the Department of Public Welfare. Both parties recognize, however, that additional personal costs are inherent in most rehabilitation plans formulated by the Commission for the Blind for individual clients. It is further recognized that the responsibility for assisting individuals in meeting such additional costs necessarily is that of the Commission for the Blind. Any cash payment, therefore, made by the Commission for the Blind to or for a client represents an allowance for a training-related expense imposed as a consequence of rehabilitation services extended by the Commission. Department of Public Welfare staff accordingly, will disregard such payments in budgeting for individual clients.

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